the protection of the party carried from the insults and wanton utterances of strangers, fellow-passengers, the carrier and its servants. *Winnegar v. Central Passenger Railway Co.*, 85 N. Y. 547. And the best considered cases hold that the carrier is liable even for torts committed outside the scope of servant's authority. *Bryant v. Rich*, 106 Mass. 180; *Indianapolis N. R. Co. v. Cooper*, 6 Ind. App. 202; *White v. Railroad Co.*, 115 N. C. 631; *Goddard v. G. T. R. Co.*, 57 Me. 202. The difficulty arises in determining when the relation has ceased; in *Central Railway Co. v. Peacock*, 69 Md. 257, when the passenger started to go to the office of the carrier while the horses of the car were being changed, the relation was held to have ceased, and in *State v. Grand T. R. Co.*, 58 Me. 176, where the train was stopped on a side-track, the passenger surrendered his rights as such when he got off the car. But the majority of cases seem to take the *contra* view, saying that the railroad company owes a peculiar duty to its passengers for hire. *Atchison, etc., R. R. Co. v. Shean*, 18 Colo. 368. And it is not necessary that a person should be on the train in order to be regarded as a passenger. He has the right to stand or walk around. *J. M. & I. R. R. Co. v. Riley*, 39 Ind. 568. If the actual transit has been interrupted for the time being, the relation continues, even though the passenger leave the car. *Conroy v. C., etc., R. R. Co.*, 96 Wis. 243. So if he leaves at a regular station from motives of either business or curiosity. *Chicago, R. I. & P. R. R. Co. v. Sattler*, 64 Neb. 636. So if he leave to eat his meals in a nearby hotel. *Watson v. Oxanna Land Co.*, 92 Ala. 320.

CONTRACT—ATTORNEY AND CLIENT—LIABILITY FOR EXPENSES.—ARGUS CO. V. HOTCHKISS ET AL., 107 N. Y. SUPP. 138.—*Held*, an attorney's negotiation for work to be done in a law suit is the act of an agent for a known principal, and for the expenses thereof he does not become personally liable. Chester and Cochrane, J.J., *dissenting*.

There has been great divergency in the holdings of the courts upon the relationship of attorney and client. An attorney at law has authority by virtue of his employment, to do in behalf of his client all acts, in and out of court, necessary or incidental to the prosecution and management of the suit. *Moulton v. Bawker*, 115 Mass. 36. A person is included by the acts and omissions of his attorneys where no fraud or unfairness appears. *Lawson v. Bettison*, 12 Ark. 401; *State v. Lewis*, 9 Mo. App. 321. Therefore the demands of the attorney are those of the client, when they pertain to the progress of the case. *Lee v. Buckheit*, 46 Wis. 246. And he is not liable for acts performed in good faith. *Campbell v. Brown, et al.*, Fed. Cases, 2355. While, in *Sims v. Brown*, 6 Thompson & Cook 5, the relation between attorney and client was said to be the same as principal and agent, and the authority of the attorney extends only to the control and prosecution of the case. *Ratican v. Union Depot Co.*, 80 Mo. App. 528. Therefore, when an attorney borrowed money in order to pay court expenses, so as to save his client's rights, the attorney was liable for the debt. *Bell v. Mason*, 10 Vt. 509. And in *Trimmer v. Thomson*, 41 S. C. 125, a case analogous to above case, it was held that when an attorney procured printing to be done in a case, he is personally responsible to the printer for the work so done, unless he shows that he was contracting as agent for his client.